

III. REMARKS

A. Status Of The Claims

Claims 1-24, 67-91, 94 and 96-99 are pending. Claims 25-66, 92-93, and 95 have been previously cancelled. Claims 1, 67, and 97 have been amended. No new matter is added by these amendments, and these amendments are fully supported by the specification. Applicant respectfully requests reconsideration of the rejections of these claims for at least the following reasons.

B. Claim Rejections Under 35 U.S.C. § 103

1. Claims 1-23, 67-89, 91, 94, 96 and 97

For the second time, the Office Action rejects claims 1-23, 67-89, 91, 94, 96 and 97 under 35 U.S.C. § 103(a) as allegedly rendered obvious by U.S. Patent Publication No. 2002/0026394 to Savage in view of U.S. Patent No. 6,311,170 to Embrey, U.S. Patent No. 6,070,150 to Remington, and U.S. Patent No. 6,081,790 to Rosen. In the Applicants' Response filed November 19, 2008, Applicants argued that the prior art did not disclose "receiving, at the ordering and payment allocation system, two or more orders from a plurality of buyers associated with a plurality of buying entities, wherein the two or more orders includes at least one order from each of the plurality of buyers, the orders corresponding to more than one subsidiary of the seller." *See* Response filed November 19, 2008 (the contents of which are incorporated by reference). Giving the claim language its "broadest reasonable interpretation," however, the Office Action did not find this argument persuasive because, under the claim language, the Office Action considered a single order from a single buyer to be a consolidated order. Specifically, the Office Action stated:

Given the broadest reasonable interpretation, the limitations require that a plurality of buyers submit at least one order each. Further, the consolidating limitation consolidates each buyer's order into a

consolidated invoice. However, if only one order is required by the buyers, a single order invoice would satisfy the limitations because it would be a consolidated invoice of at least one order. Further, Examiner notes that the claims do not require the individual buyer consolidated invoice to be consolidated based on buying entity in the claim (as implied by Figures 7 and 8 of Applicant's application). Instead, each buyer consolidated invoice is received at the ordering and payment allocation system. Each buyer invoice can be associated with a different buying entity. There is no requirement that a plurality of consolidated invoices related to a buying entity are consolidated together or transmitted together. Instead, they are each made available to the buying entity, which could be done separately at different times. Therefore, given the broadest reasonable interpretation, the buying entity may simply be approving a single order from a single buyer and the aggregated payment could thus be for a single order by one buyer of the buying entity.

Office Action, Pages 2-3 (emphasis added). Although Applicants do not agree that a single invoice could constitute a “consolidated invoice,” Applicants have amended independent claim 1 as follows:

1. A method for ordering and payment allocation for a seller and a plurality of buying entities, the seller having a plurality of subsidiaries, and the plurality of buying entities each having a plurality of buyers, the method comprising the acts of:

receiving, at an ordering and payment allocation system and for each of the plurality of buying entities, a plurality of orders comprising at least one order from more than one of the plurality of buyers associated with the buying entity, the plurality of orders corresponding to more than one subsidiary of the seller;

consolidating, at the ordering and payment allocation system and for each of the plurality of buying entities, the plurality of orders for the buying entity into a consolidated invoice comprising particulars on the orders of the plurality of buyers associated with the buying entity;

making each of the consolidated invoices available to the corresponding buying entity;

receiving, at the ordering and payment allocation system and for each buying entity, an approved consolidated invoice including an indication from as to which of the orders a payment is being approved and which orders are being disputed or excepted;

receiving, at the ordering and payment allocation system and for each buying entity, an aggregated payment;

disaggregating each of the aggregated payments by associating portions of the aggregated payment with an approved order and a corresponding subsidiary;

allocating the portions of each of the aggregated payments to the corresponding subsidiary for which the payment has been made;

gathering A/R data and information based on the payments to subsidiaries, approved orders or the disputed or excepted orders; and

providing the A/R data and information to the seller.

Appl'n, Claim 1 (emphasis added). Thus, this claim, as amended, makes clear that the consolidated order comprises a plurality of orders for the buying entity, and that those plurality of orders are from more than one of the buyers associated with the buying entity, and not a single order from a single buyer.¹

In view of this amendment, Applicants submit that the combination of Savage, Embrey, Remington, and Rosen does not establish a *prima facie* case of obviousness. In order to establish a *prima facie* case of obviousness, at least three criteria must be met. First, there must be some motivation or suggestion to make the proposed combination or modification of the references. Second, there must be a reasonable expectation of success. Finally, the combined or modified references must teach or suggest all claim limitations. *See* MPEP 2142 *et seq.*

Without conceding that the proposed combination of Savage, Embrey, Remington, and Rosen is proper, Applicants submit that this combination fails to

¹ Applicants have amended independent claims 67 and 97 in a similar fashion.

disclose all elements of claim 1. In particular, the Office Action admits that “the cited prior art teaches the broadest reasonable interpretation of the claims, of receiving a single order [by] a buyer and a buying entity approving the single order from a single buyer and then providing for payment.” Office Action, Page 3 (emphasis added). In view of the amendments to independent claim 1, this alleged disclosure fails to disclose at least the following elements:

- receiving, at an ordering and payment allocation system and for each of the plurality of buying entities, a plurality of orders comprising at least one order from more than one of the plurality of buyers associated with the buying entity, the plurality of orders corresponding to more than one subsidiary of the seller;
- consolidating, at the ordering and payment allocation system and for each of the plurality of buying entities, the plurality of orders for the buying entity into a consolidated invoice comprising particulars on the orders of the plurality of buyers associated with the buying entity;
- receiving, at the ordering and payment allocation system and for each buying entity, an approved consolidated invoice including an indication from as to which of the orders a payment is being approved and which orders are being disputed or excepted;
- receiving, at the ordering and payment allocation system and for each buying entity, an aggregated payment;
- disaggregating each of the aggregated payments by associating portions of the aggregated payment with an approved order and a corresponding subsidiary;
- allocating the portions of each of the aggregated payments to the corresponding subsidiary for which the payment has been made;
- gathering A/R data and information based on the payments to subsidiaries, approved orders or the disputed or excepted orders

Therefore, Applicants respectfully request that the rejection on independent claim 1, and all claims dependent thereon, be withdrawn.

Independent claims 67 and 97 include limitations similar to those discussed above for claim 1. Accordingly, for similar reasons to those provided for claim 1, Applicants requests that the rejection of independent claims 67 and 97, and all claims dependent thereon, be withdrawn.

2. Claims 24 and 90

Claims 24 and 90 stand rejected under 35 U.S.C. § 103(a) as allegedly rendered obvious by Savage in view of Embrey, Remington, Rosen, and further in view of U.S. Patent No. 5,825,003 to Jennings. Applicants respectfully disagree.

Claims 24 and 90 depend on independent claims 1 and 67, respectfully, and include all limitations of these claims and any intervening claims. *See* 35 U.S.C. § 112, ¶ 4. Thus, for at least the reasons discussed above, the proposed combination of Savage in view of Embrey, Remington, Rosen fails to disclose all elements of these claims. Jennings, which merely discloses a customer-directed automated process for allowing funds to be transferred to an account, *see* Abstract, does not cure these deficiencies. Therefore, Applicants respectfully request that the rejection of claims 24 and 90 be withdrawn.

IV. CONCLUSION

Applicants respectfully submit that the application is in condition for allowance. Applicants believe that no fees are necessary in connection with the filing of this document. In the event any fees are necessary, please charge such fees, including fees for any extensions of time, to the undersigned's Deposit Account No. 50-0206. Should the Examiner believe anything further is desirable in order to place the application in even better condition for allowance, the

Examiner is invited to contact Applicants' undersigned representative at the telephone number listed below.

Respectfully submitted,

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By:



Robert A. King
Registration No. 42,738

HUNTON & WILLIAMS LLP
1900 K Street, N.W.
Suite 1200
Washington, D.C. 20006-1109
Telephone: 202. 955.1500
Facsimile: 202.778.2201